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**SOLICITATION, OFFER AND AWARD**

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1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

67-M-APHIS-01

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

05/31/01

6. REQUISITION/PURCHASE NO.

7. ISSUED BY CODE: 126395

USDA,APHIS,MRP-Business Services-  
Butler Square, Fifth Floor  
100 North Sixth Street  
Minneapolis, MN 55403

8. ADDRESS OFFER TO

(If other than Item 7)

**NOTE:** In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

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**SOLICITATION**

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9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in , until 2:30 P.M. local time on JUNE 19, 2001.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:  
Robert J. Crowther

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
612-370-2115

C. E-MAIL ADDRESS  
bob.j.crowther@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA  
FAR (48 CFR 53.214(c))

# SOLICITATION, OFFER AND AWARD

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

### 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

|                             |                             |                             |                               |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|
| 10 CALENDAR DAYS<br>_____ % | 20 CALENDAR DAYS<br>_____ % | 30 CALENDAR DAYS<br>_____ % | ____ CALENDAR DAYS<br>_____ % |
|-----------------------------|-----------------------------|-----------------------------|-------------------------------|

### 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

| AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---------------|------|---------------|------|
|---------------|------|---------------|------|

|  |  |  |  |
|--|--|--|--|
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|  |  |  |  |

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

# SOLICITATION, OFFER AND AWARD

|   |              |                  |   |
|---|--------------|------------------|---|
| 15A. NAME<br>AND<br>ADDRESS<br>OF<br>OFFEROR  | CODE   _____ | FACILITY   _____ | 16. NAME AND TITLE OF PERSON<br>AUTHORIZED TO SIGN<br>(Type or Print) |
| 15B. TELEPHONE NO. (Include Area Code)  |              |                  | 17. SIGNATURE   |
| 15C. [ ] CHECK IF REMITTANCE ADDRESS IS<br>DIFFERENT FROM ABOVE - ENTER SUCH<br>ADDRESS IN SCHEDULE |              |                  | 18. OFFER DATE  |

## AWARD (To be completed by Government)

|  |   |                                     |
|--|---|-------------------------------------|
| 19. ACCEPTED AS TO ITEMS<br>NUMBERED   | 20. AMOUNT  | 21. ACCOUNTING AND<br>APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><br>[ ] 10 U.S.C. 2304(c) ( )                      [ ] 41 U.S.C. 253(c) ( ) |   |                                     |
| 23. SUBMIT INVOICES TO ADDRESS SHOWN IN --><br>(2 Copies unless otherwise<br>specified)  |   | ITEM 25                             |
| 24. ADMINISTERED BY CODE   _____<br>(If other than Item 7)<br><br>(Same As Issuing Office)<br>Attn: Margie Thorson<br>Contract Administrator | 25. PAYMENT WILL BE MADE BY<br>CODE   _____<br><br>USDA,APHIS,MRP-Business<br>Butler Square, Fifth Floor<br>100 North Sixth Street<br>Minneapolis, MN 55403 |                                     |
| 26. NAME OF CONTRACTING<br>OFFICER<br><br>(Type or Print)  | 27. UNITED STATE OF AMERICA<br><br>Signature of Contracting Officer   | 28. AWARD DATE                      |

**IMPORTANT** - Award will be made on this Form, or on Standard Form 26,  
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****BASE YEAR: Date of award through September 30, 2001.****B.1 SCHEDULE OF ITEMS -- BASE YEAR**

| ITEM<br>NO. | SUPPLIES/SERVICES | GUARANTEED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE | AMOUNT  |
|-------------|-------------------|------------------------|------------------|---------------|---------|
| 1.          | (+) Disparlure.   | 350                    | GM               | \$_____       | \$_____ |

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM<br>NO. | SUPPLIES/SERVICES | ESTIMATED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE |
|-------------|-------------------|-----------------------|------------------|---------------|
| 2.          | (+) Disparlure.   | 100 - 400             | GM               | \$_____       |

**OPTION PERIOD 1: October 1, 2001, through September 30, 2002.****B.2 SCHEDULE OF ITEMS -- OPTION PERIOD 1**

| ITEM<br>NO. | SUPPLIES/SERVICES | GUARANTEED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE | AMOUNT  |
|-------------|-------------------|------------------------|------------------|---------------|---------|
| 3.          | (+) Disparlure.   | *350                   | GM               | \$_____       | \$_____ |

\* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 1. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM<br>NO. | SUPPLIES/SERVICES | ESTIMATED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE |
|-------------|-------------------|-----------------------|------------------|---------------|
| 4.          | (+) Disparlure.   | 100 - 400             | GM               | \$_____       |

OPTION PERIOD 2: October 1, 2002, through September 30, 2003.

**B.3 SCHEDULE OF ITEMS -- OPTION PERIOD 2**

| ITEM<br>NO. | SUPPLIES/SERVICES | GUARANTEED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE | AMOUNT  |
|-------------|-------------------|------------------------|------------------|---------------|---------|
| 5.          | (+) Disparlure.   | *350                   | GM               | \$_____       | \$_____ |

\* The Government reserves the right to adjust the guaranteed quantity when exercising the renewal option for option period 2. The quantity shown above represents a best estimate of the quantity that will be guaranteed during the period.

OPTIONAL -- SEPARATELY PRICED LINE ITEM

| ITEM<br>NO. | SUPPLIES/SERVICES | ESTIMATED<br>QUANTITY | UNIT OF<br>ISSUE | UNIT<br>PRICE |
|-------------|-------------------|-----------------------|------------------|---------------|
| 6.          | (+) Disparlure.   | 100 - 400             | GM               | \$_____       |

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SPECIFICATIONS FOR (+) DISPARLURE****(CIS-7,8-EPOXY-2-METHYLOCTADECANE)**General Purity:

1. Colorless clear liquid (slight straw discoloration may be tolerated).
2. Completely distillable at 110 degrees C < 0.5 mm (0.5% residue).
3. Refractive index n 1.4435 +/- 0.001.
4. IR and NMR (match standard).
5. Contains > 95% cis-7,8-epoxy-2-methyloctadecane as measured by gas chromatograph analysis on a 60 m x 0.25 mm i.d. capillary column coated with DB-1 (non-polar) and programmed as follows:

Two (2) min. isothermal at 100 degrees C., then 10 degrees/min, to 250 degrees C, where it is held for 10 minutes. A flame ionization detector is used for analysis. The retention times of disparlure on the DB-1 column with hydrogen carrier gas is given below. Other capillary columns of equivalent or better resolution may also give acceptable results.

| <u>COMPOUND</u>                     | <u>RETENTION TIME (Min.)</u> |
|-------------------------------------|------------------------------|
| cis-7, 8-epoxy-2-methyloctadecane   | +17.34                       |
| trans-7, 8-epoxy-2-methyloctadecane | +17.21                       |

The overall purity should be >99% if the minor peaks whose area is less than 1% that of disparlure are ignored.

6. Optical rotation:  $a_{25}^D +0.8/-0.2$  (10% CC 1)

Standards

(+) Disparlure material shall meet the enantiomer purity and biological activity standards as described below in order to be accepted by the Government.

**Enantiomer Purity:**

1. Based on measurements on intermediates: > 99% (+).
2. Based on measurements using USDA analysis (Oliver & Water, J. Chem. Ecology 21(2))



**C.1 (Continued)**

3. Based on USDA analysis contains less than 0.3% of the (-) isomer.
4. The offeror shall submit with their offer the proposed method of synthesis along with the intended procedure for predicting the optical purity of the final product based on measured purity of the intermediates in the synthesis or the final product.
5. Published syntheses are listed below for information.

Iwaki, et al, J. Amer. Chem. Soc., A6, 3742 (1974)  
Mori, et al, Tetrahedron Letters, 3955, (1976)  
Farnum, et al, Tetrahedron Letters 46, 4009 (1977)  
Mori & Ebata, Tetrahedron Letters 42, 3471 (1986)  
Sato, et al, Tetrahedron Letters 29, 313 (1998)  
Brevet & Mori, Synthesis 1007 (1992)  
Keinan, et al, Tetrahedron Letters 33, 6411 (1992)  
Mori (In) The Total Synthesis Reference of Natural  
Products Vol. 9 (Ed.) J. Ap Simon, John Wiley & Sons

**C.2 FIRST ARTICLE SAMPLE**

As prescribed in Section I, the Contractor shall deliver 250 mg of neat (+) disparlure to the Government from an untested lot (a lot that "HAS NOT" been approved) within 10 calendar days from the effective date of the contract or renewal option and notification of intent to purchase part of all of the optional quantities. If the Contractor is offering more than one lot to meet contract requirements, then a 250 mg sample must be submitted from each lot for first article testing.

Within 10 calendar days after the Government receives the first article sample, the Contracting Officer shall notify the Contractor in writing of the preliminary conditional approval, approval, or disapproval based on USDA analytical testing. This preliminary approval shall be followed by a secondary conditional approval, approval, or disapproval based on field bioassay. Final approval of a lot will be based on a field bioassay where the sample is compared to a USDA (+) disparlure standard for its ability to attract male gypsy moths at four pheromone loading rates (10, 100, 1000, and 5,000 ug) using standard milk carton traps for all testing. A randomized complete block design will be used for the field bioassay in a moderate density gypsy moth infestation.

The Contractor shall produce both the first article and production quantity at the same facility and shall submit a certification to this effect with each first article sample. The sample submitted shall be part of the production quantity.

**SECTION D - PACKAGING AND MARKING****D.1 AGAR 452.247-72 PACKING FOR DOMESTIC SHIPMENT  
(FEB 1988)**

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

**D.2 PACKAGING**

The disparlure shall be packaged in quantities of 10 grams or less in each container.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| NUMBER    | TITLE                       | DATE     |
|-----------|-----------------------------|----------|
| 52.246-2  | INSPECTION OF SUPPLIES      | AUG 1996 |
|           | - FIXED-PRICE               |          |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR 1984 |

**E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)**

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

USDA, APHIS, PPQ  
Otis Plant Protection Center  
Building 1398  
Otis ANGB, MA 02540

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.211-17 | DELIVERY OF EXCESS QUANTITIES                      | SEP 1989 |
| 52.242-15 | STOP-WORK ORDER                                    | AUG 1989 |
| 52.242-17 | GOVERNMENT DELAY OF WORK                           | APR 1984 |
| 52.247-35 | F.O.B. DESTINATION, WITHIN<br>CONSIGNEE'S PREMISES | APR 1984 |

**F.2 EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)**

The effective period of this contract is from date of award September 30, 2001, with unilateral Government options to extend effective period for two (2) 1-year periods.

**F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)**

Shipment of deliverable items, other than reports, shall be to:

USDA, APHIS, PPQ  
Otis Plant Protection Center  
Building 1398  
Otis ANGB, MA 02540

**F.4 DELIVERY REQUIREMENT**

Delivery shall be made within 14 calendar days after notice of approval of first article sample.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 DESIGNATION OF ADMINISTRATIVE CONTRACT SPECIALIST**

The Contracting Officer (CO) hereby designates Margie Thorson as Administrative Contract Specialist (ACS) for this contract. The ACS is an Agent of the CO with delegated authority to administer and enforce the terms and conditions of the contract. The ACS shall represent the CO on all contractual matters including, but not limited to, performance and/or nonperformance issues, proposed changes, questions pertaining to contract coverage, interpretation of contract terms and conditions, negotiating and preparing contract modifications, billing or payment issues, disputes/claims, and other contractual matters that may occur during the life of the contract.

In no event will any understanding, agreement, modification, change order, or other matter deviating from the contract be effective or binding to the Government unless it is considered by the ACS and approved in writing by the CO.

**PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.202-1  | DEFINITIONS   | MAR 2001 |
| 52.203-3  | GRATUITIES  | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR<br>SALES TO THE GOVERNMENT<br>Alternate I (OCT 1995)  | JUL 1995 |
| 52.203-8  | CANCELLATION, RESCISSION, AND<br>RECOVERY OF FUNDS FOR ILLEGAL OR<br>IMPROPER ACTIVITY  | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR<br>ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO<br>INFLUENCE CERTAIN FEDERAL<br>TRANSACTIONS  | JUN 1997 |
| 52.204-4  | PRINTED/COPIED DOUBLE-SIDED ON<br>RECYCLED PAPER  | AUG 2000 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S<br>INTEREST WHEN SUBCONTRACTING WITH<br>CONTRACTORS DEBARRED, SUSPENDED,<br>OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.212-4  | CONTRACT TERMS AND CONDITIONS--<br>COMMERCIAL ITEMS   | MAR 2001 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION  | JUN 1999 |
| 52.215-8  | ORDER OF PRECEDENCE--UNIFORM<br>CONTRACT FORMAT   | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES  | OCT 1997 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS<br>SET-ASIDE   | JUL 1996 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS<br>CONCERNS   | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING   | DEC 1996 |
| 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT   | DEC 1996 |

**I.1 (Continued)**

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES  | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY   | FEB 1999 |
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA          | APR 1998 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES                                  | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA           | JAN 1999 |
| 52.223-3  | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Alternate I (JUL 1995) | JAN 1997 |
| 52.223-6  | DRUG-FREE WORKPLACE   | MAR 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL 2000 |
| 52.227-1  | AUTHORIZATION AND CONSENT   | JUL 1995 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT                 | AUG 1996 |
| 52.227-3  | PATENT INDEMNITY  | APR 1984 |
| 52.229-3  | FEDERAL, STATE, AND LOCAL TAXES   | JAN 1991 |
| 52.229-5  | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO                    | APR 1984 |
| 52.232-17 | INTEREST  | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS   | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS  | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT  | MAR 2001 |
| 52.232-29 | TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS                              | OCT 1995 |
| 52.232-30 | INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS   | OCT 1995 |
| 52.233-1  | DISPUTES  | DEC 1998 |
| 52.233-3  | PROTEST AFTER AWARD   | AUG 1996 |
| 52.242-13 | BANKRUPTCY  | JUL 1995 |
| 52.243-1  | CHANGES - FIXED-PRICE   | AUG 1987 |
| 52.249-2  | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)                       | SEP 1996 |
| 52.249-8  | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS  | JAN 1991 |

**I.2 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) ALTERNATE II (SEP 1989)**

- (a) The Contractor shall deliver 250 mg of neat (+) disparlure to Government from each lot of neat (+) disparlure the Contractor to deliver under this contract for first article testing. lot samples shall be made **within 10 calendar days** effective date of the contract, or contract modification for years and option quantities. If the Contractor is offering one lot to meet contract requirements, then a 250 mg sample



**I.2 (Continued)**

submitted from each lot for first article testing.

Samples shall be delivered to the Government at:

United States Department of Agriculture  
Animal and Plant Health Inspection Service  
Plant Protection and Quarantine  
Otis Plant Protection Center  
Building 1398  
Otis ANGB, MA 02540

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

- (b) **Within 30 calendar days** after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the preliminary conditional approval, approval, or disapproval of the first article based on USDA analytical testing. This preliminary approval shall be followed by a secondary conditional approval, approval, or disapproval based on field bioassay. Final approval of a lot will be based on a field bioassay. USDA shall complete the field bioassay **within 90 calendar days** following receipt of the written notification of preliminary conditional approval or approval from the Contracting Officer. **Within 10 calendar days** following the completion of the field bioassay, the Contracting Officer shall notify the Contractor, in writing, of the final conditional approval, approval, or disapproval of the first article.

Notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these

**I.2 (Continued)**

tests.

- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor--
  - (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
  - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

**I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2001)**

- (a) The Contractor shall comply with the following FAR clauses, which

**I.3 (Continued)**

are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
  - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
  - (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
  - (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  
(ii) Alternate I to 52.219-5  
(iii) Alternate II to 52.219-5
  - (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
  - (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
  - (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
  - (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
(ii) Alternate I of 52.219-23.
  - (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

## I.3 (Continued)

- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).  
(ii) Alternate I of 52.225-3.  
(iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

**I.3 (Continued)**

- (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
  - (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
  - (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
  - (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
  - (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
  - (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all

**I.3 (Continued)**

reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
  - (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

**I.4 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)****(a) Method of payment.**

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or

**I.4 (Continued)**

more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

- (2) If the EFT information changes after submission of

## I.4 (Continued)

correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and



**I.4 (Continued)**

shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
  - (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

**I.4 (Continued)**

- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

|    | <b>ATTACHMENT</b>   | <b>NUMBER OF PAGES</b> |
|----|---|------------------------|
| 1. | SF-LLL, Disclosure of Lobbying Activities.                                | 1                      |
| 2. | SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet.           | 1                      |
| 3. | Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities. | 1                      |
| 4. | Federal Contractor Veterans Employment Report and Instruction Sheet.      | 2                      |

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND**  
**OTHER STATEMENTS OF OFFERORS**

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE**  
**DETERMINATION (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

**K.1 (Continued)**

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

**K.2 (Continued)**

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

**K.3 (Continued)**

- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (MAR 2001) Alternate III (OCT 2000)**

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

**K.4 (Continued)**

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women;



**K.4 (Continued)**

or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

**K.4 (Continued)**(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only

**K.4 (Continued)**

if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- 
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size

## K.4 (Continued)

standard stated in the solicitation is expressed in terms of number of employees); or

- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees      Average Annual Gross Revenues

|                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100      | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250     | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500     | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750     | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000   | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is

**K.4 (Continued)**

pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) [ ] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(10) (Reserved)

- (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. > [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246--

**K.4 (Continued)**

- (1) Previous contracts and compliance. The offeror represents that--
  - (i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
  - (ii) It [ ] has, [ ] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that--
  - (i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
  - (ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)
  - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
  - (2) Foreign End Products:

## K.4 (Continued)

| LINE ITEM NO.       | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____               | _____             |
| _____               | _____             |
| (List as necessary) |                   |

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

| LINE ITEM NO.       | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____               | _____             |
| _____               | _____             |
| (List as necessary) |                   |

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign

**K.4 (Continued)**

end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         |                   |

(List as necessary)

(iv) The government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

LINE ITEM NO.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of



## K.4 (Continued)

Payments Program":

Canadian or Israeli End Products

| LINE ITEM NO.       | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____               | _____             |
| _____               | _____             |
| (List as necessary) |                   |

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

| LINE ITEM NO.       | COUNTRY OF ORIGIN |
|---------------------|-------------------|
| _____               | _____             |
| _____               | _____             |
| (List as necessary) |                   |

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The

**K.4 (Continued)**

offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
  - (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

**K.4 (Continued)**

- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| Place of Performance (Street Address, City, State, County, Zip Code) | Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent |
|--|---|
| _____  | _____   |
| _____  | _____   |
| _____  | _____   |

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001) Alternate I (OCT 2000)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 325998.
- (2) The small business size standard is no more than 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

**K.6 (Continued)**

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.  
[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

---



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---

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

**K.6 (Continued)**

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be

**K.6 (Continued)**

furnished.

- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.9 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

**K.10 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION) (USDA)**

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it **has [ ]**, **has not [ ]**, submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS**

| NUMBER   | TITLE  | DATE     |
|----------|--|----------|
| 52.212-1 | INSTRUCTIONS TO OFFERORS--<br>COMMERCIAL ITEMS | OCT 2000 |

**L.2 52.204-6 DUNS UNIVERSAL NUMBERING SYSTEM  
(DUNS) NUMBER (JUNE 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.



**L.2 (Continued)**

- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAR 2001) Alternate I (OCT 1997)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed

**L.3 (Continued)**

to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

## L.3 (Continued)

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established

## L.3 (Continued)

and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and
  - (2) Mark each sheet of data it wishes to restrict with the following legend:

**L.3 (Continued)**

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis

**L.3 (Continued)**

techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

ROBERT J. CROWTHER

USDA,APHIS,MRP-Business Services-Contrac  
Butler Square, Fifth Floor  
100 North Sixth Street  
Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**L.7 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)**

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

**L.8 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)**

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

|                        |                             |
|------------------------|-----------------------------|
| Contract line item(s): | All contract line items     |
| -- NAICS Code          | 325998                      |
| -- Size Standard       | no more than 500 employees. |

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION CRITERIA**

Award will be made to the responsive and responsible offeror whose offer, conforming to the requirements of the solicitation, are determined most advantageous to the Government based on past performance and cost or price and other price related factors.

Offeror's shall provide at a minimum of 3 recent references of customers that have purchased (+) disparelure from the proposed manufacturer. Please include the company name, point of contact, mailing address, telephone number, contract or purchase number, date of award/order, quantity ordered, ship to address.

**M.2 MULTIPLE AWARD CONSIDERATION**

The Government reserves the right to award multiple contracts if the entire contract quantity (including options) cannot be satisfied by a single Contractor.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by GAO  
03-46-0046

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known: _____   |   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: _____   |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____  |   |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$ _____   |   |
| <b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)  |   | <b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)                         |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned   | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other: specify: _____ |   |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind: specify: nature _____<br>value _____   |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)   |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  |   |   |
| <b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> |   | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |
| <b>Federal Use Only:</b>  |   | Authorized for Local Reproduction<br>Standard Form - LLL  |

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

# FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT VETS-100

OMB NO: 1293-0005  
Expires 04-30-2001

Persons are not required to respond to this collection of information unless it displays a valid OMB number

## RETURN COMPLETED REPORT TO:

U.S. DEPARTMENT OF LABOR  
VETERANS' EMPLOYMENT AND TRAINING SERVICE  
VETS-100 REPORTING  
6101 STEVENSON AVE  
ALEXANDRIA, VA 22304

|  |  |
|--|--|
| <b>TYPE OF CONTRACTOR</b><br>(Check one or both as applicable) | <b>TYPE OF FORM</b> (Check only one)   |
| <input type="checkbox"/> Prime Contractor                      | <input type="checkbox"/> Single Establishment  |
| <input type="checkbox"/> Subcontractor                         | <input type="checkbox"/> Multiple Establishment-Headquarters Location  |
|  | <input type="checkbox"/> Multiple Establishment-Hiring Location  |
|  | <input type="checkbox"/> Multiple Establishment-State Consolidated (specify number of locations) _____ (MSC) |

### COMPANY IDENTIFICATION INFORMATION (Omit if items preprinted above)

|                          |         |                                 |           |      |  |
|--------------------------|---------|---------------------------------|-----------|------|--|
| COMPANY No:              |         | TWELVE MONTH PERIOD ENDING      |           | 2000 |  |
| NAME OF PARENT COMPANY:  |         | ADDRESS (NUMBER AND STREET):    |           |      |  |
| CITY:                    | COUNTY: | STATE:                          | ZIP CODE: |      |  |
| NAME OF HIRING LOCATION: |         | ADDRESS (NUMBER AND STREET):    |           |      |  |
| CITY:                    | COUNTY: | STATE:                          | ZIP CODE: |      |  |
| SIC:                     | DUNS:   | EMPLOYER I.D. No. (IRS TAX No.) |           |      |  |

### INFORMATION ON VETERANS

REPORT ALL REGULAR FULL-TIME OR PART-TIME EMPLOYEES AND NEW HIRES WHO ARE VETERANS, AS DEFINED ON REVERSE. DATA ON NUMBER OF EMPLOYEES ARE TO BE ENTERED IN COLUMN L, M, AND N. DATA ON NEW HIRES ARE TO BE ENTERED IN COLUMNS O, P, Q, AND R. ENTRIES IN COLUMNS O THROUGH R, LINES 1 THROUGH 9, AND COLUMNS L, M, AND N, LINE 10 (GRAY SHADED AREAS) ARE OPTIONAL. ENTRIES IN COLUMN N, LINES 1-9; COLUMN Q, LINE 10 AND THE MAXIMUM AND MINIMUM NUMBER OF EMPLOYEES (AREAS SHADED LIGHT GRAY) ARE OPTIONAL FOR 2000 ONLY AND WILL BE REQUIRED FOR THE 2001 REPORTING CYCLE. DETAILED INSTRUCTIONS ARE FOUND ON THE REVERSE OF THIS FORM.

| JOB CATEGORIES             | NUMBER OF EMPLOYEES           |                          |                    | NEW HIRES (PREVIOUS 12 MONTHS) |                          |                    |  |
|----------------------------|-------------------------------|--------------------------|--------------------|--------------------------------|--------------------------|--------------------|--|
|                            | SPECIAL DISABLED VETERANS (L) | VIETNAM ERA VETERANS (M) | OTHER VETERANS (N) | SPECIAL DISABLED VETERANS (O)  | VIETNAM ERA VETERANS (P) | OTHER VETERANS (Q) | TOTAL NEW HIRES BOTH VETERANS AND NON-VETERANS (R) |
| OFFICIALS AND MANAGERS 1   |                               |                          |                    |                                |                          |                    |  |
| PROFESSIONALS 2            |                               |                          |                    |                                |                          |                    |  |
| TECHNICIANS 3              |                               |                          |                    |                                |                          |                    |  |
| SALES WORKERS 4            |                               |                          |                    |                                |                          |                    |  |
| OFFICE AND CLERICAL 5      |                               |                          |                    |                                |                          |                    |  |
| CRAFT WORKERS (SKILLED) 6  |                               |                          |                    |                                |                          |                    |  |
| OPERATIVE (SEMI-SKILLED) 7 |                               |                          |                    |                                |                          |                    |  |
| LABORERS (UNSKILLED) 8     |                               |                          |                    |                                |                          |                    |  |
| SERVICE WORKERS 9          |                               |                          |                    |                                |                          |                    |  |
| TOTAL 10                   |                               |                          |                    |                                |                          |                    |  |

Report the total maximum and minimum number of regular employees on board during the period covered by this report.

Maximum Number Minimum Number

|  |  |
|--|--|
|  |  |
|--|--|

# FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

## WHO MUST FILE

The Vets-100 report is to be completed by all nonexempt federal contractors and subcontractors with contracts or subcontracts for the furnishing of supplies and services or the use of real or personal property for \$25,000 or more. Services include but are not limited to the following services: Utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. The existence of \$25,000 or more in federal contracts or subcontracts during a given calendar year establishes the requirement to file a VETS-100 Report during the following calendar year.

## WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

## LEGAL BASIS FOR REPORTING REQUIREMENTS

Title 38, United States Code, Section 4212(d) and PL 105-339, require that federal contractors report at least annually the numbers of: 1) special disabled veterans; 2) veterans of the Vietnam era; and 3) other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized who are in their workforce. Reporting is required by hiring location and includes both the number employed and the number of new hires, within the three categories listed above. The number of veterans employed within these categories is to be broken out by job category and maximum and minimum total employment is to be reported as well.

## HOW TO SUBMIT THE VETS-100 REPORTS

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

## RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 report submitted to DOL for a period of two years.

## HOW TO PREPARE THE FORMS

As VETS only sends one copy of the VETS-100 Reporting form to each headquarters location, multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

**Type of Contractor** Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes.

**Type of Form** If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

## COMPANY IDENTIFICATION INFORMATION

**Company Number** Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please call the VETS-100 staff at (703) 461-2460 or e-mail [HELPDESK@VETS100.COM](mailto:HELPDESK@VETS100.COM).

**Twelve Month Period Ending** Enter the end date for the twelve month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve month period preceding the end date of that payroll period will be your twelve month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

**Name and Address for Single Establishment Employers** COMPLETE the identifying information under the Parent Company name and address section.  
LEAVE BLANK all of the identifying information for the Hiring Location.

**Name and Address for Multi Establishment Employers** For parent company headquarters location, COMPLETE the name and address for the parent company headquarters. LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location, COMPLETE the name and address for the Hiring Location.

**SIC Code, DUNS Number, and Employer ID Number** Single Establishment and Multi Establishment Employers should COMPLETE the SIC Code, DUNS Number, and Employer ID Number as described below.

**SIC Code** Enter the four (4) digit SIC Code applicable to the hiring location for which the report is filed. If there is not a separate SIC Code for the hiring location, enter the SIC Code for the parent company.

**Dun and Bradstreet I.D. Number (DUNS)** If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

**Employer I.D. Number (EIN)** Enter the nine (9) digit numbers assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

## INFORMATION ON VETERANS

**Number of Employees** Select any payroll period ending between July 1 and August 31 of the current year. Provide all data for regular full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). Employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in columns L and M. Blank spaces will be considered zeros.

**New Hires** Report the number of regular full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 through August 31 of the current year. The totals in columns O, P and R (Line 10) are required. Enter all applicable numbers, including zeros.

**Maximum/Minimum Employees** Report the maximum and minimum number of regular employees on board during the period covered as indicated by PL 105-339.

## DEFINITIONS:

**'Hiring location'** means an establishment as defined at 41 CFR 61-250.2(b)

**'Special Disabled Veteran'** means (A) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (i) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 3106 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.

**'Veteran of the Vietnam-era'** means a person who: (A) served in the military, ground, naval or air service of the United States on active duty for a period of more than 180 days, and was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases.

**Other Veterans** means veterans who served in the military, ground, naval or air service of the United States on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix A. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination also is available at <http://www.opm.gov/veterans/html/vgmedal2.htm>.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1301, 200 Constitution Avenue, NW, Washington D.C. 20210. All completed VETS-100 Reports should be sent to the address indicated on the front of the form.